RIERS, § 702; 2 REDFIELD, RAILWAYS, § 171. The only justification for the older view is that railroads do not hold themselves out to carry baggage unless same is accompanied by the owner, and where those who buy tickets misrepresent their intentions as to the purpose contemplated, the non-liability of the carrier would seem just and reasonable. When travel was chiefly by stage, and the baggage constantly under the passenger's eye, the reason for the rule is obvious; but under modern transportation methods the baggage is not within the passenger's custody even if he is on the same train, and no authority can be exercised by him over it. The risk of carriage on the carrier is no different whether the owner is on the same train or another, and moreover, it is common knowledge that in many cases (by the rules of the carrier) a passenger is not allowed to accompany his baggage. Such conditions have stimulated a tendency of the courts in recent adjudications to adopt a rule in keeping with the modern methods of transportation, as evidenced by the decision in the principal case. *McKibben* v. *Wisconsin C. R. Co.*, 100 Minn. 270; *Logan* v. *Pontchartrain R. Co.*, 11 Rob. (La.) 24; *Warner* v. *Burlington & M. R. Co.*, 22 Ia. 166; *Moffatt* v. *Long Island R. Co.*, 123 App. Div. (N. Y.), 719; *Adger* v. *Blue Ridge R. Co.*, 71 S. C. 213; *Larned* v. *Central R. Co.*, 81 N. J. L. 571; See also authorities cited in 9 MICH. LAW REV. 707.

CARRIERS—SAFETY APPLIANCE ACT—COUPLING BETWEEN ENGINE AND TENDER.—Plaintiff sued to recover for the death of intestate, a fireman employed by defendant. Death resulted from the breaking of a coupling between the engine and tender. It was contended that the failure of the defendant to affix an automatic coupling between the engine and tender imposed the liability, because of the Acts of Congress, providing for such couplings. (27 ST. AT L. 531, ch. 196, sec. 2, and 32 ST. AT L. 943, ch. 976.) *Held,* that the phrase "trains, locomotives, tenders, cars," etc., did not apply to the coupling of tender and engine. *Pennell* v. *Phila. & R. R. Co.*, 34 Sup. Ct. 220.

The case is one of first impression, and its decision is based on the legislative intent. The purpose of the act was to prevent injury to those coupling cars. Since the engine and tender are not coupled from the ground, as are other cars, the court seems to have made a proper exception, despite the inclusive words of the statute.

CORPORATIONS—RIGHT OF FOREIGN CORPORATIONS TO RECOVER ON CONTRACTS MADE WITHOUT COMPLYING WITH STATUTORY REQUIREMENTS.—Plaintiff, a Tennessee corporation, entered into a contract with the Louisville Realty Company in Kentucky to do certain work in the construction of a building, without complying with the Kentucky statute which requires foreign corporations, before doing business in the state, to file with the Secretary of State a statement giving the location of its office or offices and the name of its agents thereat upon whom process can be served, and which further provides that any corporation doing business within the state without complying with the statute shall be guilty of a misdemeanor. Suit is brought to recover the sum claimed to be due on the contract. *Held,* that the statute was passed to

prohibit foreign corporations from doing business in the state until the conditions have been complied with, and to provide for agents upon whom service can be made, and that the contract is therefore illegal and no recovery can be had upon it. *Oliver Co.* v. *Louisville Realty Co.* (Ky. 1913), 161 S. W. 570.

This case should be considered in connection with *Continental & C. F. & S. Bank* v. *Cory* (1913), 208 Fed. 976, where suit was brought to recover the sum claimed to be due on a contract for the construction of a dam, entered into between plaintiff, a Utah corporation, and the defendant, in Idaho without complying with section 2792 of the REVISED CODES OF IDAHO, which provides for the filing with the County Recorder and the Secretary of State of a duly certified copy of the articles of incorporation of all foreign corporations before doing business in the state, and which further provides that no contract made in the name of, or for the use of, any foreign corporation prior to the filing of such articles of incorporation can be sued on or enforced in any court of the state. It was held that the contract could nevertheless be enforced in the Federal courts. The general rule is that where the statute declares the contract void, no suit can be maintained on it. *Bank of Louisville* v. *Young*, 37 Mo. 398. But where the statute does not in terms declare the contract void but merely prohibits the foreign corporation from maintaining an action on it in any court in the state, it is generally held that since the contract is valid in other respects and harmless in itself and is non-enforceable in the state courts merely because of non-compliance with a state administrative regulation, it may be enforced in the Federal courts. 19 CYC. 1301; *Blodgett* v. *Lanyon Zinc Co.*, 120 Fed. 893; *Dunlop* v. *Mercer*, 156 Fed. 545; *Johnson* v. *New York Breweries Co.*, 178 Fed. 513. Where the statute merely prohibits the corporation from doing business within the state until the conditions have been complied with, without declaring that the transactions in violation of the statute shall be void and without prescribing penalty, it has been held that the purpose of such statutes is not to invalidate contracts but to provide agents upon whom service may be made, that such transactions are not void, but the only effect is to render the corporation subject to proceedings by the state to oust it from doing business, and until the state does interfere actions may be brought by the corporation on the contract. *Garrett Ford Co.* v. *Vermont Mfg. Co.*, 20 R. I. 187, 78 Am. St. Rep. 852; *Wright* v. *Lee*, 4 S. D. 237; and the same result is reached by other courts on the ground of estoppel. *Sherwood* v. *Alvis*, 83 Ala. 115, 3 Am. St. Rep. 695; *Dearborn Foundry Co.* v. *Augustine*, 5 Wash. 67; *La France Fire Engine Co.* v. *Town of Mt. Vernon*, 9 Wash. 142, 43 Am. St. Rep. 827. The weight of authority, however, is that the object of the statute is to prohibit foreign corporations, on the ground of public policy, from doing business within the state until the conditions of the statute have been complied with and that this prohibition is absolute and renders illegal any transaction made in violation of it, and, being illegal, the doctrine of estoppel does not apply. *Cincinnati Mutual Health Ass'n Co.* v. *Rosenthal*, 55 Ill. 85, 8 Am. Rep. 626; *Diamond Glue Co.* v. *U. S. Glue Co.*, 103 Fed. 838; *Dudley* v. *Collier*, 87 Ala. 431, 13 Am. St. Rep. 55; *Rising Sun Ass'n Co.* v. *Slaughter*, 20 Ind. 520; *Seamans* v. *Temple*, 105 Mich. 400, 55 Am. St. Rep. 457; *Reliance Mutual Ins.*

Co. v. *Sawyer,* 160 Mass. 413; *Stuart* v. *Live Stock Ins. Co.,* 38 N. J. L. 436. In the principal case a penalty is provided for non-compliance with the statute and this raises a point concerning which the courts are almost evenly divided, but while a great number hold that such statutes are nevertheless intended as a prohibition against doing business before compliance with the conditions and that contracts made without such compliance and in violation of the statute are none the less illegal and unenforceable, *State* v. *Briggs,* 116 Ind. 55; *Thorne* v. *Travelers' Ins. Co.,* 80 Pa. St. 15, 21 Am. Rep. 89; *Cary-Lombard Lumber Co.* v. *Thomas,* 92 Tenn. 587; *Aetna Ins. Co.* v. *Harvey,* 11 Wis. 398, the weight of authority seems to be that the penalty so prescribed is exclusive and that contracts of foreign corporations made without complying with the requirements of the statute may be enforced. *R. R. Co.* v. *Evans,* 66 Fed. 809, 31 U. S. App. 432; *Fire Ins. Ass'n* v. *Stave & Heading Co.,* 61 Ark. 1, 54 Am. St. Rep. 191; *Kindel* v. *Lithographing Co.,* 19 Col. 310, 314; *Fire Ins. Co.* v. *Whipple,* 61 N. H. 61; *Garrett Ford Co.* v. *Vermont Mfg. Co.,* 20 R. I. 189, 78 Am. St. Rep. 852; *Edison Gen. Electrical Co.* v. *Navigation Co.,* 8 Wash. 370, 40 Am. St. Rep. 910; *Toledo Fire & Lumber Co.* v. *Thomas,* 33 W. Va. 566, 25 Am. St. Rep. 925.

EMINENT DOMAIN—WHAT CONSTITUTES A PUBLIC USE.—The plaintiff sought an injunction to restrain the condemnation of a strip of land. The land was to be subsequently resold by the city with building restrictions to preserve light, view, appearance, etc., for an adjoining public park. The condemnation was authorized by statute and ordinance. *Held,* that the legislative acts were unconstitutional, the property not being taken for a public use. *Penn. Mut. Life Ins. Co.* v. *Phila.* (Pa. 1913), 88 Atl. 904.

The instant case may be distinguished from *Atty. Gen.* v. *Williams,* 174 Mass. 476, 55 N. E. 77, the leading case on the condemnation of the right to light, air, etc. In the latter case, the court allowed the taking of the easement alone, while in the principal case, the council attempted to go further and take the property itself. Were the decision based upon the ground that more was taken than was necessary, it would undoubtedly be sound. *Shawnee Co. Commrs.* v. *Beckwith,* 10 Kas. 603; *Taylor* v. *Balt.* 45 Md. 576; *Clark* v. *Worcester,* 125 Mass. 226; *Wash. Cem.* v. *Prospect Park and C. I. R. Co.,* 68 N. Y. 591. But the court reaches its conclusion by defining a public use to be an actual use, or a right to actual use by the public. What constitutes a public use is a question which has provided a great variety of answers. The decisions may, however, be divided into two general groups, those taking the position above stated, and those declaring a public use to be that use which inures in any way to the public benefit or advantage. An excellent note on the general subject, and full citation of authorities for each of the above positions will be found in 22 L. R. A. (N. S.) 20 et seq.

EVIDENCE—PUBLIC RECORDS—PRIVILEGED COMMUNICATIONS.—X took out a policy in the relator Insurance Co. A few months later he was committed to the Michigan Asylum for the Insane. Immediately thereafter the Insurance company filed a bill in chancery to cancel the policy, alleging that it had been secured by false and fraudulent representations. X died while suit was